

## Appendix A: Petition of Suit

Arbitrazh Court of Samara Oblast  
443045 Samara, ul. Avrora, 148

Plaintiff: OAO Stockholders Commercial  
Bank "TOKOBANK" in the person of its  
Samara Branch  
[address]

Respondent: ZAO "Ekvator"  
[address]

Sum of the suit: 3570000 rubles  
State [filing] fee: 29450 rubles

### **PETITION OF SUIT Concerning the Return of Indebtedness**

Between the Plaintiff and the Respondent on 11 April 1997 there was concluded Credit Contract No. 32/97 (hereinafter — the credit contract), in accordance with which the Respondent was provided credit in the amount of 1000000 (one million) new rubles for the period until 15/07/97. By the additional agreement No. 4 of 15/07/97, the period for the payment of the credit was established as 15/12/97.

In accordance with point 3.3. of the credit contract, the Respondent was obligated pay to the Plaintiff for the use of the credit 45% per year from the date of the creation of the debt until 14/07/97, providing for the deposit of the sum of the payment due to the account of the Plaintiff not later than the 25<sup>th</sup> of each month. Later the percentage rate on the credit contract was changed by additional agreements in the following manner:

<u>Date of add. Agreement</u>	<u>% yearly</u>	<u>Date of change in rate</u>
No. 1 of 15/05/97	39	15/05/97
No. 2 of 23/06/97	27	16/06/97
No. 9 of 16/10/97	24	06/10/97
No. 11 of 21/11/97	31	22/11/97

By an additional agreement of 26/12/97, the sum of the credit was increased to 3000000 (three million) rubles and the date for payment established as 25/12/98, and the procedure for the provision of the credit was changed as well: The provision of the credit was to be carried out at any time and in any amount by means of an additional agreement or the payment of a payment order.

In accordance with this, on the basis of an additional agreement No. 14 of 26/12/97, the Respondent was provided with a veksel credit in the sum of 3000000 rubles with a time for payment of 15/10/98. The percentage for the use of the credit was defined as 10% yearly until the payment by the bank of the veksel, and thereafter 31% yearly. The percentage for use of the credit was established by agreement of 01/02/98 in the amount of 34% yearly, by additional agreement No. 16 of 23/03/98 as 36% yearly from 01/03/98. By additional agreement No. 17 of 23/03/98 the percentage rate for the credit was reduced to 30%, beginning with 16/03/98.

By additional agreement No. 18 of 25/05/98 the time for the payment of the interest for the period of 01/05/98 through 25/12/98 was established as being simultaneously with the payment of the credit.

In security for the execution of its obligations under the credit contract, on 11/04/97 the Respondent provided a mortgage on immovable property belonging to it: a part of the non-residential premises being built at ul. Aerodromnaya, d. 13, in the city of Samara, with an overall space of 1046 square meters.

In accordance with Article 339 of the Civil Code of the RF, the contract of mortgage was certified on 15/04/97 by a notary, G.V. Vantenkova (register No. 776) in the city of Samara, and on 18/04/97 was registered in the bodies of state registration of the municipal enterprise "Bureau of Technical Inventory" (register No. 4).

In violation of the conditions of the credit contract (with all of the additional agreements to it), the Respondent has not fulfilled its obligations to this time and did not provide for the receipt of assets in payment for its underlying debt and the interests for its use.

As a result of the violation by the Respondent of its obligations, there has been formed an indebtedness of the Respondent to the Plaintiff, which on 25 December 1998 consisted of 3570000 rubles, of which:

3000000 (three million) rubles is the amount of the basic debt

570000 (five hundred and seventy thousand) rubles is the amount of the interest debt

In accordance with point 4.1 of the credit contract, the Plaintiff has the right to withdraw in an uncontested procedure [automatically] from the account of the Respondent monetary sums for the payment of the basic debt and interest on it. Payment instructions Nos 1 and 2 of 29/12/98 for the withdrawal of the sums of the debts from the settlement account of the Respondent were not executed due to the lack of funds in the settlement account.

On the basis of that set forth above, in accordance with Articles 334, 349 and 810 of the Civil Code of the RF, and being guided by Articles 4 and 22 of the APC RF,

**I REQUEST:**

That 3570000 (three million five hundred seventy thousand) rubles be exacted from the Respondent to the benefit of the Plaintiff, of which

3000000 (three million) rubles is the sum of the underlying debt and  
570000 (five hundred seventy thousand) rubles is the sum of the indebtedness for interest.

That execution be levied on the mortgaged immovable property belonging to the Respondent.

That the court costs for the payment of the state [filing] fee be imposed upon the Respondent.

**Attachments:**

- 1 Evidence of the sending of a copy of the petition of suit to the Respondent.
- 2 Motions (for delay in the payment of the state fee and for security for the claims of the suit)
- 3 An account of the sums of indebtedness of ZAO "Ekvator"
- 4 A copy of Credit contract No. 32/97
- 5 " " " Additional agreement No. 1 of 15/05/97
- 6 " " " Additional agreement No. 2 of 23/06/97
- 7 " " " Additional agreement No. 4 of 15/07/97
- 8 " " " Additional agreement No. 9 of 16/10/97
- 9 " " " Additional agreement No. 11 of 21/11/97
- 10 " " " Additional agreement without number of 26/12/97
- 11 " " " Additional agreement No. 14 of 26/12/97
- 12 " " " Additional agreement No. 15 of 02/02/98
- 13 " " " Additional agreement No. 16 of 23/03/98
- 14 " " " Additional agreement No. 17 of 23/03/98
- 15 " " " Additional agreement No. 18 of 25/05/98
- 16 " " " Mortgage contract of 11/04/97
- 17 " " " Conclusion of the Bureau of Technical Inventory on the market value of the immovable property on 19/02/97
- 18 " " " Additional agreement of 26/12/97 to the mortgage contract
- 19 " " " Payment instruction No. 1 of 29/12/98
- 20 " " " Payment instruction No. 2 of 29/12/98
- 21 " " " Power of attorney No. 44 of 14/01/99

For AKB "TOKOBANK"

Acting Director of the Samara Branch Office T.N. Rezanova

By Power of Attorney of 14/01/99, No. 44

[signature]